CASCADE PENSION TRUST FUND

The Cascade Pension Trust was established on July 1, 1975, to provide retirement, death and disability retirement benefits for members of International Brotherhood of Electrical Workers Local Unions 280, 659 and 932 and their families.

This booklet summarizes the most important features of the Trust. However, if some information in this booklet is in error or is inconsistent with the terms of the Pension Plan or trust agreement, those agreements shall control.

Included in this booklet is a summary of the important features of the Regular and 401(k) Plans, a Special Tax Notice concerning taxation of the Plan benefits, , a beneficiary designation form, and a 401(k) enrollment form. Please review all of the material carefully. If you still have questions, contact the Plan Administrator.

CASCADE PENSION TRUST FUND

GENERAL DESCRIPTION

The Cascade Pension Trust is a multi-employer, collectively bargained, defined contribution pension trust. It was established to provide pension benefits for members of Local Unions #280, 659 and 932 of the International Brotherhood of Electrical Workers working under a collective bargaining agreement which requires contributions to the Trust. Non-bargaining unit employees of signatory employers may also participate if the employer enters into an agreement with the Trust to allow non bargaining unit employees to participate. Employees of the three Local Unions, the Oregon Pacific-Cascade Chapter of the National Electrical Contractors Association and employees of any other employee benefit plan or credit union sponsored by a Local Union for its members, may also participate in the Plan if the employer enters into an agreement with the Trust to allow its employees to participate. A complete list of participating employers and a copy of the collective bargaining and participation agreements may be obtained upon written request to the Plan Administrator. Collective bargaining agreements with signatory employers are also available for examination at the offices of the Local Unions.

The Trust has two pension plans under which benefits are provided. They are the Regular Plan and the 401(k) Plan.

Regular Plan. The collective bargaining agreements of all three Local Unions require signatory employers to contribute a fixed amount to the Regular Plan for each hour of work by certain categories of employees working under the collective bargaining agreement. Contributions are credited to an account for the employee whose hours of work were used to determine the contribution. The accounts are invested and adjusted for investment gains and losses. The administrative costs of the Trust are deducted from each account. When a plan participant retires, dies or becomes disabled, the participant's account balance is used to provide benefits.

401(k) Plan. Some employees may also elect to contribute a portion of their wages to the 401(k) Plan in addition to the employer contribution to the Regular Plan (see the section, **Eligibility to Participate**). Employee 401(k) contributions are put into a separate account for each contributing participant. The 401(k) account is invested in the same manner as the accounts in the Regular Plan or a participant may direct the manner in which the participant’s 401(k) account is invested. (See the section, **401(k) Account Investment**). The 401(k) account balance is used to provide benefits to the participant upon retirement, disability or death.

TRUST MANAGEMENT

The Trust is managed by a Board of Trustees made up of equal representation from the three Local Unions and the Oregon Pacific-Cascade Chapter of the National Electrical Contractor's Association. The Trustees have established the Regular and 401(k) Plans which control how benefits are determined and conditions for eligibility for benefits. The Board of Trustees has hired an Administrator which is responsible for the administration of the Trust. The Board of Trustees has also retained a consultant to advise the Board on various matters, an investment manager to manage the Trust investments and an attorney to advise the Board on legal matters. The Board of Trustees also retains an auditor who audits the financial records of the Trust annually to ensure they fairly present the financial condition of the Trust.

ELIGIBILITY TO PARTICIPATE

Bargaining Unit Employees. Most but not all, employees working under a collective bargaining agreement are eligible for employer contributions to the Regular Plan. Every employee working under a collective bargaining agreement is eligible to contribute to the 401(k) Plan. Employees should refer to the applicable collective bargaining agreement to determine eligibility for employer contributions to the Regular Plan.

Union and NECA Employees. IBEW Local Unions 280, 659 and 932 and the Oregon Pacific-Cascade Chapter of the National Electrical Contractors Association have entered into agreements with the Trust under which their employees are eligible to participate in both the Regular and 401(k) Plans. The IBEW/SJ Cascade Federal Credit Union and the Central and Crater Lake Training Trusts have also entered into agreements with the Trust under which their employees are eligible to participate in the Regular and 401(k) Plans. The terms of participation are set forth in each participation agreement.

Non-Bargaining Unit Employees. Employers which are parties to a collective bargaining agreement requiring employer contributions to the Regular Plan may also request that the Trustees permit the employer to contribute to the Regular Plan for its employees (except partners and sole proprietors) who are not covered by the bargaining agreement. If approved by the Trustees, the employer may elect to contribute for either of the following two groups of non-bargaining unit employees. The election must be made in the form of a participation agreement signed by the employer and the Trust Administrator. Copies of the participation agreement form may be obtained from the Trust Administrator.

1. **All Non-Bargaining Employees.** Non-bargaining unit employees of an employer may participate in the Regular Plan or the Regular and 401(k) Plans, subject to the following requirements:

a. Regular Plan. Non-bargaining unit employees may participate in the Regular Plan if: (1) All non-bargaining unit employees of the employer participate; (2) The contribution percentage is uniform for all non- bargaining unit employees (for example the same rate per hour or the same percentage of compensation); and (3) The Trustees approve both the participation agreement and contribution rate for such employees.

b. 401 (k) Plan. Non-bargaining unit employees of the employer may also elect to contribute a portion of their wages to the 401(k) plan but only if their employer agrees to make contributions to the Regular Plan for all of its non-bargaining unit employees equal to at least 3% of each non-bargaining unit employee's salary.

See the section **Contributions** which outlines limits on the amount of employer and employee contributions.

2. **Former Bargaining Unit Employees.** The employer can elect to contribute to the Regular Plan for non-bargaining unit employees who were formerly members of the Local 280, 659 or 932 bargaining units and worked at least one half of their hours during one year as a member of the bargaining unit. Contributions will be at the journeyman rate for the Local Union in which the work is performed. Such employees may not contribute to the 401(k) Plan, regardless of contributions to the Regular Plan by their employer.

CONTRIBUTIONS

Regular Plan. The Local Union collective bargaining agreement specifies the amount of contributions which must be made to the Regular Plan by signatory employers for bargaining unit employees. The contribution level may change whenever the collective bargaining agreement is changed. The rate may also be different for journeyman, apprentices and other categories of workers or for overtime and straight time. Check the bargaining agreement to determine the required contribution rate. The contribution rate to the Regular Plan for employees of the Local Unions, NECA, the IBEW/SJ Cascade Federal Credit Union and the Central and Crater Lake Training Trusts and for non-bargaining employees of other employers are set forth in each employer's participation agreement with the Trust. Copies of the participation agreements may be obtained from the Plan Administrator. The total contribution to the Regular Plan for each participant for any year may not exceed the lesser of 100% of a participant's compensation or $44,000 (adjusted for inflation after 2006).

401(k) Plan. Participants who elect to contribute to the 401(k) Plan must specify the portion of their wages which they will contribute to that Plan. Contributions to the 401(k) Plan are subject to the following rules:

1. **Election.** Each participant can elect how much of the participant's wages to contribute to the 401(k) Plan subject to the limitations set forth in Section 2 and 3 below. The election must be made on a form provided by the Trust. Participants may obtain copies of the form from their Local Union or the Plan Administrator. The completed form must be filed with the Plan Administrator before it is effective.

Once a participant has elected a contribution rate to the 401(k) Plan, the amount of the contribution may **not** be changed except:

a. When the participant starts work for a new employer;

b. On January 1 of each year; or

c. Any other time at which the participant's employer allows the change to be made.

An election to change the amount of the contribution is made in the same way as the original election. Contribution elections or changes may not be made retroactively to any previous pay periods. The election to change contributions on January 1 must be made during the preceding December.

2. **Percentage Contribution Limitation.** A participant’s 401(k) Plan contribution during one year may not exceed 100% of the participant’s compensation for the year.

3. **Dollar Contribution Limitation.** The maximum amount which can be contributed to the 401(k) Plan by any participant is $15,000. A participant who is 50 years of age or older by the end of the year may contribute an additional $5,000 for that year. After 2006, these limits may be adjusted periodically for inflation.

4. **Contribution Refund.** In the event a participant's contributions to the 401(k) Plan for any calendar year exceed either the percentage or annual contribution limitation, the excess amount and any earnings on that amount will be refunded to the participant during the following year. The amount distributed will be includable in the participant's taxable income.

5. **Withholding.** Contributions to the 401(k) Plan are not includable for income tax purposes in the participant's taxable income in the year they are contributed. There will be no income tax withheld from the contribution. But 401(k) Plan contributions are subject to both Social Security and Medicare (FICA) and Unemployment (FUTA) Tax and those taxes will be withheld from the contribution. If you have questions about the tax consequences of contributing to the 401(k) Plan you should consult a professional tax advisor.

VESTING

Both the Regular and 401(k) accounts of each participant are fully "vested" at all times. There is no minimum period of employment or service required for a participant's account to be vested and non-forfeitable.

SEPARATE ACCOUNT ELECTION

The Trust fund is invested in stock, mutual funds, bonds, government securities, real estate and other types of investments. Federal law requires the Trust fund to be revalued at least once each year and the Trust fund and participant's account balances adjusted due to changes in market value of the Trust investments. It is possible that revaluation could actually cause a reduction in the amount of a participant's accounts. Therefore, the Trust has created a separate investment account into which participants who are at least 52 years of age can transfer their accounts to avoid market value fluctuations as they approach retirement. The following rules apply to the separate account.

1. The participant must be 52 years of age to transfer funds to the separate account.

2. The participant must transfer all of the participant's accounts to the separate account.

3. The participant must file an election to transfer the accounts to the separate account with the Plan Administrator.

4. Funds in the separate account must be transferred back to the regular account not less than one nor more than three years after establishment of the separate account.

5. Contributions after establishment of a separate account will be credited to the separate account.

6. A Participant who transfers the participant's accounts into the separate account and subsequently transfers the accounts out of the separate account may not thereafter transfer funds back to the separate account without prior approval of the Trustees.

LOANS TO PARTICIPANTS

Under certain circumstances participants may borrow from their accounts. To be eligible for a loan, participants must have at least $2,000 in the Regular Plan and the non self-directed portion of the 401(k) Plan combined. Participants need not be actively employed to request a loan. The spouse of married participants must consent to each loan. Alternate payees are not eligible for loans. A Loan will not be made less that one year after any previous loan is paid in full. The maximum loan term is five years. Payments must be made via automatic withdrawal from a checking or savings account. The minimum amount participants can borrow is $1,000 and the maximum amount is the lesser of (1) 50% of the participant's Regular Plan and Non Self Directed 401(k) Plan account balances combined or (2) $50,000 reduced by the excess, if any of the highest outstanding balance of loans from the Trust during the one year period ending on the day before the date on which the loan is made and the outstanding balance of loans from the Trust on the date on which the loan is made.

All initiation and maintenance fees associated with a loan will be deducted from the borrowers account. The interest rate is fixed and will be equal to the Prime Rate (as published by the *Wall Street Journal*) plus 1%. All interest paid is credited to the participant's account. The amount borrowed will not share in earnings from the other Plan investments. Loans may be paid in full or in part at any time, but failure to repay a loan in accordance with the loan's terms will result in default. A participant who defaults on a loan will be taxed on the unpaid balance, plus accrued interest, and will not be eligible for another loan at any time.

A participant with an outstanding loan, who is also eligible for a distribution, may receive a distribution if the loan is paid off prior to the distribution request being made, if the loan is paid off from the distribution, or if the balance of the participant’s Regular Plan and non-self directed portions of the 401(k) accounts after the distribution is equal to or greater than twice the outstanding loan balance.

Participants can model and request a loan via The Standard Insurance Personal Savings Center website at http://retirement.standard.com. A personal identification number is required and one may be requested by calling The Standard Insurance at (503) 321-7526 or (800) 858-5420. Participants may also contact the Administrator for more information about loans.

401(k) ACCOUNT INVESTMENT

Investment of participants' Regular Plan accounts is managed by the Trust investment manager. Participants may direct the investment of their 401(k) account or have their 401(k) account managed by the investment manager in the same way it manages Regular Plan accounts. A participant may transfer all or a portion of the participants 401(k) account to a separate participant directed investment account in which the participant may select from a variety of alternative investments. The participant may also direct that the participant's future 401(k) contributions be put in the participant directed investment account instead of the 401(k) account managed by the Trust investment manager. Contributions may not be split between the two accounts. Either election may be changed at the end of any calendar month but not more than once during any three consecutive months. Participants should contact the Plan Administrator for information about the investment options available for participant directed investments.

The 401(k) Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act of 1974 and Title 29 of the Code of Federal Regulations, section 2550.404(c)-1 under which the Cascade Pension Trust Trustees may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by a participant.

If funds in a 401(k) account are invested at the direction of a participant all expenses directly associated with that investment will be charged to the participant’s account. In addition, expenses for administration of the self directed 401(k) accounts are allocated among 401(k) participant’s accounts that elect to self direct their investments. Participant 401(k) accounts also share in the general expenses of the Trust unrelated to the 401(k) plan. Information regarding such expenses or the information described in Title 29 Code of Federal Regulation, section 2550.404(c)-1(b)(2)(I)(B)(2) may be obtained from the Plan Administrator.

RETIREMENT BENEFITS

A participant may elect to receive normal retirement benefits on the first day of any month following the participant's 55th birthday. The participant's account balances will be used to provide retirement benefits. If either the Regular or 401(k) account balance is less than

$5,000, it will be paid in a single lump sum to the participant. If the account balance is $5,000 or more and the participant is unmarried, the benefit will be paid in the form of an annuity for the life of the participant unless the participant elects otherwise. If the participant is married, the benefit will be paid in the form of a 50% joint and survivor annuity unless the participant and spouse both elect otherwise.

For accounts over $5,000, the participant may elect one of the other benefit forms described in the section **Benefit Forms.** However, if the participant is married, the participant's spouse must consent to the alternate benefit form selected, and the consent must be given within 90 days before benefit payments commence.

SPOUSE'S RIGHTS

Federal law requires that a participant obtain the participant’s spouse's consent to the designation of a beneficiary of death benefits if the primary beneficiary is not the spouse. (See the section, **Death Beneficiary Designation**). In addition, federal law requires that a participant obtain the participant's spouse's consent to normal or disability retirement benefits which are to be paid in any form other than a 50% joint and survivor annuity to the participant and spouse. (See the section, **Benefit Selection**).

If the participant is involved in a domestic relations court proceeding, such as a divorce, or relating to the provision of child support, alimony, spousal support, or marital property rights the court has the power to order that all or any portion of the participant's accounts in the Regular Plan, 401(k) Plan, or both, be paid to the participant's spouse, former spouse, child, or other dependant. That person is known as an alternate payee. The order is called a qualified domestic relations order. A sample domestic relation order will be provided by the Plan Administrator on request. If a participant is involved in such a court proceeding, the participant should contact an attorney concerning the participant’s rights.

If an alternate payee is awarded a portion of the participant's accounts, the alternate payee may select any of the benefit forms available to the participant, except a joint and survivor annuity with respect to the alternate payee and the alternate payee’s subsequent spouse (see section, **Benefit Forms**). In addition, the alternate payee may elect to commence benefits at the first of any month after the alternate payee is awarded a portion of the participant’s account. The alternate payee does not have to wait until age 55 to commence benefits.

Any court order dividing a participant’s account must be approved by the Administrator. Once approved, the order is called a qualified domestic relations order. The Trust has established a procedure for dealing with court orders dividing participant's accounts including a written form for the order which is acceptable to the Trust. Contact the Administrator for a copy of the domestic relations order procedure and sample form.

DEATH BENEFIT

If a participant dies before retirement, the participant's accounts will be paid as a death benefit. If the participant dies after retirement, there is no death benefit unless it is provided by the retirement benefit option which the participant selected at retirement.

Federal law restricts a participant's right to designate a death beneficiary. (See the section, **Death Beneficiary Designation**.) The death benefit will be paid to the participant's spouse if the participant is married at the time of death. If the participant does not want the death benefit to be paid to the participant's spouse, the participant must designate another beneficiary on a form provided by the Plan Administrator and the participant's spouse must consent to the beneficiary designation. A subsequent change in the beneficiary to anyone other than the beneficiary's spouse may be made only with the spouse's written consent.

If the balance of a participant's account at the time of death is less than $5,000, the account balance will be paid in a single lump sum payment. If the account is $5,000 or more, the beneficiary may elect to be paid in one of the forms described in the section, **Benefit Forms.** If no election is made, the benefit will be paid in the form of an annuity for the life of the beneficiary.

DISABILITY RETIREMENT BENEFIT

If a participant becomes disabled, the participant will be entitled to a disability retirement benefit instead of a regular retirement benefit regardless of the participant's age. A participant will be treated as disabled if the participant provides the Administrator with medical evidence establishing that the participant is:

(1) Unable to continue employment in the electrical industry;

(2) Suffering from an illness or disease which will result in the inability of the participant to continue employment in the electrical industry within a reasonable period of time; or

(3) Eligible for Social Security disability benefits.

Disability benefits may be paid in any of the forms in which normal retirement benefits may be paid. (See the section, **Benefit Forms.)**

BENEFIT FORMS

Disability or retirement benefits may be paid in any of the forms listed below. The participant may elect the form of benefit with the consent of the participant's spouse, if married. This consent is required by federal law. A death beneficiary also has the right to have the death benefit paid in a form the beneficiary selects. Alternate benefit forms cannot be selected when the balance of the participant's account is less than $5,000. In that case, the benefit must be paid in a single, lump sum payment.

Any benefit form selected will be equal in value to the participant's account balance. Benefit selection must be made on a form provided by the Administrator. The form must be signed by the participant and the participant's spouse and the spouse's signature must be notarized. Once payments have begun in any benefit form other than fixed installments, the form of benefits may not be changed.

A participant or beneficiary can also have an account split and take each part in a different benefit form. A participant may also receive a portion of the participant's accounts as a lump sum and leave the remainder in the Trust for withdrawal as a lump sum or another form of benefit at a later date. But a lump sum benefit must be taken for any distribution from the account which is less than $5,000.

If you request, the Plan Administrator will provide a statement showing the amount of the benefit payments to which you are entitled under the various benefit forms.

The following forms of benefit payment are available.

1. **Lump Sum:** A single, lump sum payment of all or a portion of the account balance.

2. **Single Life Annuity:** Equal periodic payments to the person receiving the benefit for that person's lifetime.

3. **Fixed Installments:** Equal periodic payments in an amount specified by the party receiving benefits. The payments will continue until the account is exhausted. If the party receiving payments dies before all payments are made, the remaining payments will be paid to a beneficiary designated by the person receiving the installments.

4. **Annuity for a Certain Period:** Equal periodic payments for a fixed term specified by the party receiving benefits. The period specified may be from one to 15 years. If the party receiving payments dies before all payments are made, the remaining payments will be paid to a beneficiary designated by the person receiving the payments.

5. **Life Annuity with a Certain Period:** Equal periodic payments which will continue for a period from five to fifteen years, or until the death of the party receiving payments, whichever is later. If the party receiving payments dies before the end of the guaranteed period of years, payments will be paid to a beneficiary designated by the person receiving payments for the remainder of the guarantee period.

6. **Joint and Survivor Annuity:** Equal periodic payments for the life of the primary beneficiary with payments continuing after the primary beneficiary's death for the remainder of the life of a secondary beneficiary. The payment to the secondary beneficiary can not be less

than 50% or more than 100% of the payment to the primary beneficiary. The level of payments to the secondary beneficiary must be selected before any benefits are paid to the primary beneficiary. All benefits cease on the death of both beneficiaries.

Example No. 1: Jim retires and selects a 50% joint and survivor annuity for Jim and his wife. If Jim is paid a benefit of $1,600 a month and dies before his wife, she will receive a monthly benefit during the remainder of her life of $800. If Jim's wife dies before Jim, Jim will continue to receive $ $1,600 per month after her death for the remainder of his life.

Example No. 2: Sue is not married. Sue retires and selects a 100% joint and survivor annuity with her daughter. If Sue gets $1,000 a month during her lifetime, her daughter will get $1,000 a month after Sue's death, for the remainder of her lifetime. If Sue's daughter dies before Sue, all benefits stop on Sue's death.

Example No. 3: Bill is married and has a handicapped son. Bill retires and, with his wife's consent, elects a 66 2/3% joint and survivor annuity with his son. If Bill's monthly benefit is $1,200 and if he dies before his son, Bill's son will receive $800 per month for the remainder of his life. If Bill's son dies before Bill, all benefits stop on Bill's death.

BENEFIT SELECTION

Benefit selection must be in writing on forms provided by the Plan Administrator, and must be filed with the Plan Administrator to be effective. The signature of the participant's spouse must be notarized. A spouse's consent is valid only if it is given no more than 90 days before benefits commence.

The beneficiary of a lump sum death benefit may elect one of the alternate benefit forms. (See the section, **Benefit Forms**) The election must be made after the participant's death and before benefits commence. No additional consent is required.

REQUIRED DISTRIBUTIONS

Federal law requires that retired participants and certain participating business owners be distributed a portion of their accounts by April 1 of the year following the year in which they are 70 1/2 years of age and by December 31st of each succeeding year. However, if you are not an owner and still working you may delay the beginning date for distributions until you retire.

DEATH BENEFICIARY DESIGNATION

A participant may designate a beneficiary to receive any death benefit from the Trust. The right of a married participant to make the designation is restricted in several ways.

1. A designation of a beneficiary other than the married participant's spouse before January 1 of the year in which the participant attains age 35 or the date the participant stops working for contributing employer, whichever occurs first, is automatically revoked on January

1 of the year in which the participant attains age 35.

2. A married participant's spouse must consent to the designation of any beneficiary other than the spouse.

3. A beneficiary designation by an unmarried participant will automatically be revoked upon the participant’s marriage unless the designated beneficiary is the new spouse.

4. A beneficiary designation by a married participant of the participant’s spouse is automatically revoked if the participant and spouse are subsequently divorced.

5. Once a beneficiary designation has been made by a married participant, the designation may not be changed to anyone other than the participant's spouse without the spouse's consent.

If a participant is married, widowed, or divorced the participant should make a new death beneficiary designation. Occasionally, this is not done and the death benefit becomes payable contrary to the participant's intentions.

Beneficiary designation forms may be obtained from the Plan Administrator. A Designation is not valid until properly completed and filed with the Administrator. A beneficiary designation may only be changed by filing a new beneficiary designation with the Administrator.

If a participant dies without a valid death beneficiary designation, the participant’s death benefit will be paid to a married participant’s surviving spouse and to participant’s estate if the participant is not married.

DISTRIBUTION OF SMALL ACCOUNTS

If a participant meets all of the following requirements, the participant may have the participant’s accounts distributed prior to age 55.

1. The participant has performed no work for 12 consecutive months for which contributions are payable to the Trust;

2. The participant is not employed in any capacity by an employer which is obligated to make contributions to the Trust; and

3. The sum of all participant's accounts is less than $10,000 on the first day of the second month following the last date work was performed for which contributions were payable to the Trust.

If at the end of any calendar year a participant's combined account balances are less than

$5,000 and the participant has not worked for a contributing employer for two years, the Trustees may require distribution of the account balances which will be paid in a lump sum. If the amount in any account is in excess of $1,000 and the participant fails to elect an alternative form of benefit, the distribution will be rolled over to an IRA for the benefit of the participant.

Distribution of a small account will not affect future participation in the Trust.

BENEFIT APPLICATION PROCEDURE

Application for benefits must be made in writing to the Plan Administrator on forms provided by the Trust and may be obtained from the Plan Administrator or IBEW Local 280, 659 or 932.

The Administrator may require information in addition to the application in order to process an application for benefits. This information may include a copy of a birth certificate, marriage certificate, death certificate or medical reports. In addition, you may be required to furnish proof of your marital status if you elect benefits or a death beneficiary which requires a spouse's consent. If you apply for disability retirement you will be required to furnish at your expense, medical evidence satisfactory to the Trustees establishing your disability.

If you are asked for additional information, please supply it promptly in order to allow your benefit application to be processed as rapidly as possible. An application for benefits will not be processed until all of the required information is submitted.

SERVICE IN ARMED FORCES.

If a participant goes on active duty in the United States Armed Forces, the Army or Air National Guard, or the Commissioned Corps of the Public Health Service, the participant may be entitled to special benefits if the participant returns to work for a contributing employer after release from active duty. Qualifying returning participants are entitled to contribute to the 401(k) Plan up to the amount which could have been contributed by the participant during the period of active duty if the participant had been working for a contributing employee. In addition, the Trust will credit the Regular Plan account of a qualifying participant with an amount equal to what would have been contributed by a contributing employer during the period of active duty if the participant had been working for a contributing employer. Contact the Plan Administrator for further information.

PLAN PARTICIPATION AFTER RETIREMENT

If a participant starts receiving retirement benefits from either Plan and is subsequently employed by an employer which is required to make contributions to the Cascade Pension Trust, the retirement benefits previously started will not be altered or suspended. A new account will be established for any new contributions to that Plan. The new account will be used to provide additional death, disability or retirement benefits for the participant. The participant may not receive retirement benefits from this new account until the first day of the second month after the participant's 60th birthday or the first day of any subsequent month, or the day the participant becomes eligible for death or disability benefits. But if a participant receives a partial distribution from one account and is reemployed before age 60, the participant may withdraw all or any portion of the remainder of such account. A small account distribution (see the section **Distribution of Small Accounts**) will not require a participant to wait until age 60 for a second distribution. The Regular and 401(k) Plans are treated independently from each other with respect to second distributions.

CLAIMS PROCEDURE

If a complete application for benefits is submitted, the Plan Administrator will notify the applicant within 90 days whether the application is approved unless special circumstances require an extension of time to process the application. In that case, the time for processing the application may be extended. The applicant will be notified of the decision of the Administrator. If the application is denied in whole or in part, the notification will indicate the reason for the denial and indicate any additional information which may be required.

If the applicant is dissatisfied with the Administrator's decision, the applicant may appeal the decision. The following appeal procedure **must** be followed:

1. The applicant may appeal to the Board of Trustees and request a hearing. The appeal must be in writing and filed within 60 days of the notice of denial of benefits. The notice of appeal must specify why the applicant feels the denial of benefits was wrong and state any relevant facts. The applicant may review any pertinent records of the Trust in order to prepare the notice of appeal.

2. Within a reasonable time after receiving the notice of appeal, the Trustees will notify the applicant of the date, time and place of the appeal hearing. The applicant is entitled to be present at the appeal hearing and present evidence in support of the appeal. The Trustees will establish the procedure to be followed at the hearing.

3. The Trustees will make a decision on the appeal within 60 days following receipt of the notice of appeal unless special circumstances require an extension of time.

4. The decision of the Trustees shall be in writing and specify the reasons for the decision. The decision of the Trustees is final and binding on all parties.

RECIPROCITY

The Cascade Pension Trust has entered into agreements with other IBEW local pension trusts through the Electrical Industry Pension Reciprocal Agreement. The national agreement provides that if a member of Local Union 280, 659 or 932 who has an account in the Cascade Pension Trust Regular Plan, works in the jurisdiction of another IBEW local which has a pension trust that has entered into the national agreement, employer (but not employee) contributions to the other trust may be sent to the Cascade Pension Trust and credited to the participant's account. If that is done, no pension benefits will accrue in the other pension trust and all contributions will be accumulated in the Cascade Pension Trust Regular Plan account. Contributions to a 401(k) plan established by another Trust may not be sent back to the Cascade 401(k) plan without prior approval of both Trusts.

For contributions to be transferred, the following two requirements must be met:

1. There must be a reciprocity agreement between the Cascade Pension Trust and the pension trust where the participant is working (or they must both be parties to the national agreement); and

2. The participant must elect to have pension contributions sent to the Cascade Pension Trust via the Electrical Reciprocal Transfer System (ERTS). Contact your local union or the Plan Administrator for information on how to make the election using ERTS.

Participants in other IBEW local pension trusts which are signatory to the Electrical Industry Pension Reciprocal Agreement who work for employers required to contribute to the Cascade Pension Trust may also elect to have their employer contributions sent to their home trust. The election is made in the manner described above. Contributions to the 401(k) Plan may not be sent to another trust without prior approval by both Trusts.

The Cascade Pension Trust also has a reciprocity agreement with Plumber’s Local 290 Pension Fund which allows transfer of funds in the same way as they are transferred under the national agreement. The Cascade Pension Trust has also entered into agreements with certain other IBEW pension trusts which allow recognition of prior hours worked in the jurisdiction of the Cascade Pension Trust for determining vesting credits in the other trust. Contact the Plan Administrator to find out which other IBEW local pension plans have reciprocity agreements with the Cascade Pension Trust.

REPORTS

The Trust will provide you with a variety of reports. Some are sent on a regular basis and others only as needed. A contribution report is sent to each participant every calendar quarter. This report is prepared to confirm all employer contributions made to each participant’s account during each calendar quarter. Separate reports will be provided for the Regular Plan account and the 401(k) Plan account. Please review each report carefully. If you have questions or believe any report is inaccurate, contact the Plan Administrator immediately.

INCOME TAXES

Benefit distributions are income to the recipient and subject to both Federal and Oregon income tax. Federal and Oregon income tax will be withheld from benefit payments under some circumstances. See the section of this handbook entitled **SPECIAL TAX NOTICE** for a more detailed explanation.

Whenever benefits are selected or commenced, a participant or death beneficiary should consult with a professional tax advisor concerning the tax consequences of the distribution.

ROLLOVERS

Each participant who receives a lump sum distribution from another qualified pension plan may request that the distribution be added to the participant's Cascade account. Any employee of a contributing employer who is not a participant working under a collective bargaining agreement between NECA and a Local Union and who receives a lump sum distribution from another qualified pension Plan, may request that the distribution be used to establish an account in Cascade. The Trustees reserve the right to reject any rollover requests. If you want to roll funds over to the Cascade Pension Trust, contact the Plan Administrator. Funds rolled into Cascade will be managed the same way as all other accounts.

Some distributions **from** this Trust may also be rolled over in a way which will defer income taxes. See the section of this handbook entitled **SPECIAL TAX NOTICE** for a more detailed explanation.

You will be given a copy of the **SPECIAL TAX NOTICE** when you notify the Plan Administrator of your intent to take a distribution from the Trust. You are entitled to wait 30 days from the date on which you receive the notice to decide whether to direct a rollover to another qualified pension trust or individual retirement account. You may waive the 30 day period by making a distribution election prior to the end of the 30 day period.

AMENDMENT OR TERMINATION

Although they intend to continue the Trust indefinitely, The Oregon Pacific-Cascade Chapter of NECA and the IBEW Local Unions reserve the right to amend the Trust and Plans from time to time, or even to terminate them. However, no amendment may deprive you of a prior vested benefit. If the Trust should ever be terminated, you will always be fully vested in your account balances at the time of termination.

ERISA RIGHTS

As a participant in Cascade Pension Trust you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

1. **Receive Information About Your Plan and Benefits**.

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Employee Handbook. The Administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement estimating what your benefits would be at normal retirement age (55) if you stop working under the plan now. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

2. **Prudent Actions by Plan Fiduciaries**.

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension, benefit or exercising your rights under ERISA.

3. **Enforce Your Rights**.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

4. **Assistance with Your Questions**.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration or via its website, www.dol.gov.

SOURCE OF MORE INFORMATION

Plan participants and beneficiaries may receive from the Plan Administrator, upon written request, information concerning whether a particular employer or employee organization is a Plan sponsor and if so, its address. Copies of the collective bargaining agreements may be obtained from each Local Union business office. Other information can be obtained from the Plan Administrator.

IMPORTANT FACTS

1. The name of the Trust is **The Cascade Pension Trust.**

2. This Trust has been established under a trust agreement negotiated and entered into by:

Oregon Pacific-Cascade Chapter, NECA 1040 Gateway Loop, Suite A Springfield, Oregon 97477-1113	IBEW Local #659 4480 Rogue Valley Hwy, Suite 3 Central Point, Oregon 97502
IBEW Local #280 P. 0. Box 404 Tangent, Oregon 97302	IBEW Local #932 3247 Ash Street North Bend, Oregon 97459

3. The Trust employer identification number is: 93-0196211. The Plan number for the Regular Plan is 001. The 401(k) Plan number is 002.

4. The Plan Administrator is:

A & I Benefit Plan Administrators, Inc.
1220 SW Morrison, Suite 300
Portland, Oregon 97204
Telephone: (503) 224-0048 or (800) 547-4457 ext. 1682
Fax: (503) 228-0149

5. The following person is designated by the Trust as the agent for the service of legal process. In addition, legal process may be served on a Trustee or the Plan Administrator.

Laurence E. Thorp, Attorney at Law
Thorp, Purdy, Jewett, Urness & Wilkinson, P.C.
1011 Harlow Road, Suite 300
Springfield, Oregon 97477

6. The Plan Trustees are:

Employee Trustees	**Employer Trustees**
Dennis Caster IBEW Local #280 P.O. Box 404 Tangent, OR 97389	Nathan Philips 541 Willamette Street, Suite 109 Eugene, OR 97401
Walter E. Conner IBEW Local #659 10720 Meadows Road White City, OR 97502	R. Terry Hatch NECA 1040 Gateway Loop, Ste A Springfield, OR 97477-1113
Dennis LaChapelle IBEW Local 280 403 - 63rd N.E. Salem, Oregon 97301	Thomas Kyle Kyle Electric PO Box 410 North Bend, OR 97459
Richard Lofton IBEW Local #280 PO. Box 404 Tangent, OR 97389	Jim Hess Pacific Electrical P.O. Box 1430 Medford, OR 97501
Robert Westerman IBEW Local #932 3427 Ash Street North Bend, OR 97459	Mike Hamilton Valley Electrical Contractors, Inc. P.O. Box 1555 Medford, OR 97501

Ron Jones
IBEW Local #659
4480 Rogue Valley Hwy.
Central Point, OR 97502

Curt Falkoske
IBEW Local #932
P.O. Bo 653
Lakeside, Oregon 97449

7. The Regular Plan is a Money Purchase Pension Plan and 401(k) Plan is a cash or deferred arrangement established under section 401(k) of the Internal Revenue Code of 1986. Both the Regular and 401(k) Plans are defined contribution plans. Pension Benefit Guarantee Insurance is not available for defined contribution plans. As a result, none of the benefits of either Plan are insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 (PL 93-406) or by any other governmental agency.

8. Quest Investment Management, Inc. of Portland, Oregon is the investment manager of the fund. Union Bank of California is the custodian for the Trust assets. Standard Insurance Company is the master record keeper for the Trust. J.B. Nibley Insurance, Inc. is the Trust consultant and the accounting firm of Bjorklund & Montplaisir is the Trust auditor.

9. Plan assets are in a variety of different investments, such as: insurance contracts, stock, mutual funds, real estate, bonds, and government agency securities.

10. The Trust fiscal records are maintained on a calendar year ending on December 31st.